

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN**

UNITED STATES OF AMERICA	§	Claim No: 2009A14415
	§	
vs.	§	
	§	
Youssef A. Bakri		

COMPLAINT

TO THE HONORABLE UNITED STATES DISTRICT COURT JUDGE:

The United States of America, plaintiff, alleges that:

Jurisdiction

1. This Court has jurisdiction over the subject matter of this action pursuant to Article III, Section 2, U.S. Constitution and 28 U.S.C. § 1345.

Venue

2. The defendant is a resident of Wayne County, Michigan within the jurisdiction of this Court and may be served with service of process at 7855 Ternes, Dearborn, Michigan 48126.

The Debt

3. The debt owed the USA is as follows:

A. Current Principal (<i>after application of all prior payments, credits, and offsets</i>)	\$6,397.65
B. Current Capitalized Interest Balance and Accrued Interest	\$3,933.06
C. Administrative Fee, Costs, Penalties	\$0.00
D. Credits previously applied (<i>Debtor payments, credits, and offsets</i>)	\$0.00
E. Attorneys fees	\$0.00
Total Owed	\$10,330.71

The Certificate of Indebtedness, attached as Exhibit A", shows the total owed excluding

attorney's fees and CIF charges. The principal balance and the interest balance shown on the Certificate of Indebtedness is correct as of the date of the Certificate of Indebtedness after application of all prior payments, credits, and offsets. Prejudgment interest accrues at the rate of 8.000% per annum.

Failure to Pay

4. Demand has been made upon the defendant for payment of the indebtedness, and the defendant has neglected and refused to pay the same.

WHEREFORE, USA prays for judgment:

A. For the sums set forth in paragraph 3 above, plus prejudgment interest through the date of judgment, all administrative costs allowed by law, and post-judgment interest pursuant to 28 U.S.C. § 1961 that interest on the judgment be at the legal rate until paid in full;

B. For attorneys' fees to the extent allowed by law; and,

C. For such other relief which the Court deems proper.

Respectfully submitted,

By: s/Pamela S. Ritter
PAMELA S. RITTER (P47886)
Attorneys for Plaintiff
28366 Franklin Road
Southfield, MI 48034
Tel. (248) 352-4340
Fax. (248) 352-3258
usa@holzmanlaw.com

U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #1 OF 1

Youssef A. Bakri
aka: N/A
26344 Lawrence Dr
Dearborn Heights, MI 48127
Account No. X

I certify that U.S. Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 10/22/2008.

On or about 09/12/1991 & 03/07/1992, the borrower executed promissory note(s) to secure loan(s) of \$4,000.00 & \$4,000.00 from National City Bank, East Lansing Michigan. This loan was disbursed for \$4,000.00 & \$3,888.00 on 01/07/1992 & 07/06/1992, at 8% interest, rising to 10% after the fourth year of repayment. Pursuant to 20 U.S.C. § 1077a(i)(7), the holder converted the interest rate to a variable rate, not to exceed, currently, 10%. This loan obligation was guaranteed by Great Lakes Higher Education Corporation, and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited \$265.98 & \$258.53 to the outstanding principal owed on the loan. The borrower defaulted on the obligation on 12/27/1996, and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$3,244.24 & \$3,153.41 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the borrower. The guarantor was unable to collect the full amount due, and on 07/13/2001, assigned its right and title to the loan to the Department.

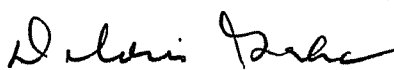
Since assignment of the loan, the Department has credited a total of \$0 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the borrower now owes the United States the following:

Principal:	\$ 6,397.65
Interest:	\$ 3,793.05
Total debt as of 10/22/2008:	\$10,190.70

Interest accrues on the principal shown here at the current rate of 5.16 percent and a daily rate of \$0.46 & \$0.44 through June 30, 2009, and thereafter at such rate as the Department establishes pursuant to section 427A of the Higher Education Act of 1965, as amended, 20 U.S.C. 1077a.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 11/25/08



Loan Analyst
Litigation Support

DELORIS GORHAM
LOAN ANALYST

**GREAT LAKES HIGHER EDUCATION CORPORATION
STAFFORD LOAN APPLICATION AND PROMISSORY NOTE**

SECTION 1-TO BE COMPLETED BY THE BORROWER "IMPORTANT-READ THE INSTRUCTIONS CAREFULLY"

1. Social Security Number		2. Last Name		First Name		Middle Initial		3. Birthdate	
		BAKRI		YOUSSEF		A			
4. Permanent Home Address				City, State, Zip Code		5. Area Code/Telephone No.			
6644 HARTWELL				Dearborn MI 48126		(313) 581-1433			
6. United States Citizenship Status (Check One)		7. You are a permanent resident of what state?		Mo.		Year		8. State of Driver's License	
<input checked="" type="checkbox"/> a. U.S. Citizen/National <input checked="" type="checkbox"/> b. Eligible non-citizen (includes COPY of front and back of card) <input type="checkbox"/> c. Neither of the above		MI		Since: 11/2/87				Michigan	
9. Loan Period		10. Loan Amount Requested		11. Major course of study		12. List postsecondary institutions you have attended including dates			
From 12/91 To 12/92		\$4000.00		B.S.A.		H.F.C.C. 1989-1990 - W.C.C.C. 1988-1989			
13. Have you ever defaulted on a Stafford Loan, PLUS/SL or Consolidation Loan?					14. Have you received a Stafford Loan, PLUS/SL or Consolidation Loan for a period of enrollment before July 1, 1988?				
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
15. List below all Stafford Loan, PLUS/SL and Consolidation Loans. Do Not include Perkins (NDSL) or HEAL Loans. Continue on a separate sheet if necessary. If none write "NONE".									
Name of Lender		City and State of Lender		Loan Type		Loan Period		Interest Rate	
						Mo. Year		% \$	
						Mo. Year		% \$	
16. Wisconsin Residents Only. Marital Status: <input type="checkbox"/> married <input checked="" type="checkbox"/> unmarried or legally separated. If married, spouse's name and address:									
17a. Parent or Guardian (if deceased, other relative)									
Name:		Relationship:		Name:		Relationship:		Name:	
ALLAN BAKRI		Uncle		HUSSEIN BAKRI		Cousin		MICK HARAGY	
Address:		Address:		Address:		Address:		Address:	
6644 HARTWELL		7120 Payne		5989 Steadman		5989 Steadman		5989 Steadman	
City/State/Zip:		City/State/Zip:		City/State/Zip:		City/State/Zip:		City/State/Zip:	
Dearborn MI 48126		Dearborn MI 48126		Dearborn MI 48126		Dearborn MI 48126		Dearborn MI 48126	
Area Code/Telephone No.:		Area Code/Telephone No.:		Area Code/Telephone No.:		Area Code/Telephone No.:		Area Code/Telephone No.:	
6/		6/		6/		6/		6/	
Place and City of Employment		Place and City of Employment		Place and City of Employment		Place and City of Employment		Place and City of Employment	
B.D. Co., Detroit		Serrano Services, Detroit		Serrano Services, Detroit		Serrano Services, Detroit		Serrano Services, Detroit	
<p>Promissory Note for a Stafford Loan</p> <p>1. Promise To Pay I, called Maker identified in Section 1, Item 2 and "Endorser," if any, identified in Section 1, Item 16, promise to pay to the lender identified in Section 3, Item 37, when this note becomes due as set forth in paragraph 8 (on reverse side), the sum of</p> <p>1000.00 (Loan Amount Requested - must be the same as item 10) or such lesser amount as is advanced to me and identified to me in the Stafford Loan Disclosure Statement, plus interest computed at the applicable rate disclosed in paragraph 8 (on reverse side) and on the Stafford Loan Disclosure Statement. If I am not satisfied with the terms of the loan on the Stafford Loan Disclosure Statement, I may cancel this agreement. I agree to contact my lender immediately and I will not cash any loan check that has been released to me. I agree to check the Stafford Loan Disclosure Statement as soon as I get it and to let my lender know if anything looks wrong or if I have any questions. My signature certifies that I</p> <p>NOTICE TO THE MAKER: DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE REVERSE SIDE. EVEN IF OTHERWISE ADVISED, YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN. YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THE AGREEMENT. MAKER AND ENDORSER ACKNOWLEDGE RECEIPT OF AN EXACT COPY OF THIS NOTE AND THE STATEMENT OF BORROWER'S RIGHTS AND RESPONSIBILITIES</p>									
18a. Maker's Signature						18b. Endorser's Signature			
YOUSSEF A. BAKRI						DAVID HARMON			
09-12-91						09-12-91			
Date						Date			
Endorser's Name (Please Print)									

SECTION 3-TO BE COMPLETED BY THE LENDER

37. Name of Lender		38. Street Address		39. City, State, Zip Code		40. 1st Disbursement Amount		41. 2nd Disbursement Amount	
National City Bank		Student Loan Processing Center		East Lansing, MI 48826-1448		\$		\$	
P.O. Box 1009		P.O. Box 1009		East Lansing, MI 48826-1448		\$		\$	
39. Lender Code		40. 3rd Disbursement Amount		41. 4th Disbursement Amount		42. Total Amount Approved		43. Lender Copy A	
888877		\$		\$		(42 + 43 + 44 + 45)			
44. Signature of Student Loan Officer		45. Signature of Supervisor		46. Signature of Vice President, Regional Operations		47. Signature of Student Loan Officer		48. Signature of Supervisor	
DAVID HARMON		DAVID HARMON		DAVID HARMON		DAVID HARMON		DAVID HARMON	
DATE: NOV 04 1991		DATE: NOV 04 1991		DATE: NOV 04 1991		DATE: NOV 04 1991		DATE: NOV 04 1991	

UPON LENDER COMPLETION MAIL ONLY GREAT LAKES COPY TO: Great Lakes Processing Center
P.O. Box 1009, East Lansing, Michigan 48826-1009

POOR SOURCE
DOCUMENT

**GREAT LAKES HIGHER EDUCATION CORPORATION
STAFFORD LOAN APPLICATION AND PROMISSORY NOTE**

SECTION 1-TO BE COMPLETED BY THE BORROWER "IMPORTANT-READ THE INSTRUCTIONS CAREFULLY"

1. Social Security Number	2. Last Name BAKRI	First Name YOUSSEF	Middle Initial IA	3. Birthdate
4. Permanent Home Address 6644 HARTELL	City, State, Zip Code Dearborn MI 48126		5. Area Code/Telephone No. (313) 581-1433	
6. United States Citizenship Status (Check One) <input checked="" type="checkbox"/> a. U.S. Citizen/National <input type="checkbox"/> b. Eligible non-citizen (Include COPY of front and back of card) <input type="checkbox"/> c. Neither of the above	7. You are a permanent resident of what state? Mo. Year State: MI Since: 12/87	8. State of Driver's License MI	Driver's Lic # 88	
9. Loan Period From 12/92 To 12/92	10. Loan Amount Requested \$21,000.00	11. Major course of study B.S.A.	12. List postsecondary institutions you have attended including dates: A.F.C. (89-92) U.C.C. (88-89)	
13. Have you ever defaulted on a Stafford Loan, PLUS/SL or Consolidation Loan? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes", see instruction		14. Have you received a Stafford Loan, PLUS/SL or Consolidation Loan for a period of enrollment before July 1, 1988? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
15. List below all Stafford Loan, PLUS/SL and Consolidation Loans. Do Not include Perkins (NDSL) or HEAL Loans. Continue on a separate sheet if necessary. If none write "NONE".				
Name of Lender National City Bank	City and State of Lender Dearborn MI	Loan Type STAFF	Loan Period BEGINNING DATE Mo. Year 12/92	Interest Rate 8-10%
Unpaid Balance \$21,000.00				
16. Wisconsin Residents Only. If married, spouse's name and address: Marital Status: <input type="checkbox"/> married <input type="checkbox"/> unmarried or legally separated				
17a. Parent or Guardian (if deceased, other relative) Name: Allan Baker Relationship: Uncle Address: 6644 HARTELL City/State/Zip: Dearborn MI 48126 Since: 85 Area Code/Telephone No.: 313 581-1433 Place and City of Employment: B.P. Station in Detroit		17b. Other Relative (not living at 17a or 17c or 4) Name: Maged BAKRI Relationship: Cousin Address: 5536 ARYLE City/State/Zip: Dearborn MI 48126 Since: 91 Area Code/Telephone No.: 313 581-1433 Place and City of Employment: B.P. Station in Detroit		17c. Other Relative or Friend (not living at 17a or 17b or 4) Name: Saidet JANNAH Relationship: Friend Address: 8772 PAPPINE City/State/Zip: Dearborn MI 48126 Since: 91 Area Code/Telephone No.: 313 581-1433 Place and City of Employment: gas station in Detroit
Promissory Note for a Stafford Loan 1. Promise To Pay I, called Maker Identified in Section 1, Item 2 and "Endorser," if any, identified in Section 1, Item 18c, promise to pay to the lender identified in Section 3, Item 37, when this note becomes due as set forth in paragraph 6 (on reverse side), the sum of \$21,000.00 (Loan Amount Requested - must be the same as Item 10) or such lesser amount as is advanced to me and identified to me in the Stafford Loan Disclosure Statement, plus interest computed at the applicable rate disclosed in paragraph 3 (on reverse side) and on the Stafford Loan Disclosure Statement. If I am not satisfied with the terms of the loan on the Stafford Loan Disclosure Statement, I may cancel this agreement. I agree to contact my lender immediately and I will not cash any loan check that has been released to me. I agree to check the Stafford Loan Disclosure Statement as soon as I get it and to let my lender know if anything looks wrong or if I have any questions. My signature certifies that I have read and agree to the conditions and authorizations stated in the "Borrower Certification" printed on the reverse side.				
NOTICE TO THE MAKER: DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE REVERSE SIDE, EVEN IF OTHERWISE ADVISED, YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN. YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT. MAKER AND ENDORSER ACKNOWLEDGE RECEIPT OF AN EXACT COPY OF THIS NOTE AND THE STATEMENT OF BORROWER'S RIGHTS AND RESPONSIBILITIES. 18a. Maker's Signature: Youssef Bakri Date: 03-2-92 18b. Endorser's Signature: _____ Date: _____ Endorser's Name (Please Print): _____ Endorser's Soc. Sec. No.: _____ Endorser's Address: _____				

SECTION 2-TO BE COMPLETED BY THE SCHOOL (See back of "School Copy D" for instructions)

19. Name of School University of Michigan-Dearborn		20. Address 4901 Evergreen Rd. Dearborn, MI 48128		21. Area Code/Telephone No. 313-593-5300	
22. School Code 002326	23. Enrollment Status half-time	24. Dependency independent	25. Loan Period MO/DAY/YR From 5/8/92 To 8/29/92	26. Grade 4	27. Anticipated Grad. Mo. Year 12 92
28. Est. Fin. Aid \$ 0.00	29. EF. Contrib. \$ 147.00	30. Appr. Loan Amt. \$ 3,888	31. 1st Disb. MO/DAY/YR 5/8/92	32. 2nd Disb. MO/DAY/YR 7/6/92	33. 3rd Disb. MO/DAY/YR
34. 4th Disb. MO/DAY/YR			35. 4th Disb. MO/DAY/YR		
I have read and understand the terms of the "School's Certification" printed on the REVERSE SIDE of this application. Cheryl Powell, Sr. Financial Aid Officer 3/12/92 36. Signature of School Official: Cheryl Powell Print Name and Title: Cheryl Powell, Sr. Financial Aid Officer Date: 3/12/92					

SECTION 3-TO BE COMPLETED BY THE LENDER

37. Name of Lender National City Bank		38. 1st Disbursement Amount \$		39. 2nd Disbursement Amount \$	
38. Street Address P. O. Box 1448 ARE UNDER PENALTY OF PERJURY FOR THE FORGOING IF TRUE AND CORRECT COPY OF ORIGINAL PROMISSORY NOTE		40. 3rd Disbursement Amount \$		41. 4th Disbursement Amount \$	
City, State, Zip Code East Lansing, MI 48826-1448		42. Total Amount Approved \$21,000.00 (42 + 43 + 44 + 45)		43. Lender Copy A	
44. Lender Code 808877	45. Area Code/Telephone No. 1-800-328-4143	46. Signature of Lender David Harmon		47. Signature of Student Youssef Bakri	
48. Signature of Student Youssef Bakri		49. Signature of Supervisor David Harmon		50. Signature of Supervisor David Harmon	

UPON LENDER COMPLETION MAIL ONLY GREAT LAKES COPY TO: Great Lakes Processing Center
P.O. Box 1009, East Lansing, Michigan 48826-1009
DATE: **JUN 11 1992** **MAR 16 1992**